



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-JHB-13153

FOR THE PROVISION OF : GARDEN SERVICES

**FOR DELIVERY TO : KRUGERSDORP TELCOMS, LANGLAAGTE
MILLSTEINFRA, WATERVAL, ROODEPOORT,
ROBINSON AND OBERHOLZER**

ISSUE DATE : 02 APRIL 2014

BRIEFING DATE : 05 APRIL 2014

TIME : 08:30

VENUE : LANGLAAGTE

FOR DIRECTIONS CONTACT : ALLONA 0833884060

CLOSING DATE : 15 APRIL 2014

CLOSING TIME : 10:00

OPTION DATE : 31 JULY 2014

**PLEASE BRING YOUR SAFETY SHOES, REFLECTIVE VEST AND A VALID
TENDER DOCUMENT ON THE DAY OF THE BRIEFING OTHERWISE YOU
WILL NOT BE ALLOWED TO GO TO SITE**

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL &
COPY IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH
THE TENDER NUMBER AND THE CLOSING DATE.**



Section 1

RFQ NUMBER CRAC-VAR-13153

DESCRIPTION: PROVISION FOR GARDEN SERVICES AT KRUGERSDROP, TELCOMS, LANGLAAGTE MILLSITEINFRA, WATERVAL, ROODEPOORT, ROBINSON AND OBERHOLZER

NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD:	[By hand or courier]
CLOSING VENUE:	The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the Ground floor, Inyanda House 1, 21 Wellington Road, and Parktown.

1 Responses to RFQ

Responses to this RFQ [Quotations] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of 100%
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.



- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 80/20 preference point system applies where acquisition of the Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **80/20** preference point system prescribed in the PPPFA.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

a) Large Enterprises [i.e. annual turnover greater than R35 million]:

- Rating level based on all seven elements of the B-BBEE scorecard

b) Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]:

- Rating based on any four of the elements of the B-BBEE scorecard

c) Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].



N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

3 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Neo Matloa
Telephone: 011 584 0635
Email: Neo.Matloa@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 011 544 9486
Email prudence.nkabinde@transnet.net

The briefing session is compulsory and companies not attending **will be overlooked** during the tender awarding process.

PLEASE BRING YOUR SAFETY SHOES, REFLECTIVE VEST AND A VALID TENDER DOCUMENT ON THE DAY OF THE BRIEFING OTHERWISE YOU WILL NOT BE ALLOWED TO GO TO SITE

The tender document is for free.

Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

VAT Registration

The valid VAT registration number must be stated here: _____ [if applicable].

Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.



Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
 reject any Quotation which does not conform to instructions and specifications which are detailed herein;
 disqualify Quotations submitted after the stated submission deadline;
 not necessarily accept the lowest priced Quotation;
 reject all Quotations, if it so decides;
 place an order in connection with this Quotation at any time after the RFQ's closing date;
 award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
 split the award of the order/s between more than one Supplier/Service Provider; or
 make no award at all.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/We _____ do hereby certify that *I/we have/have not been* found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH: _____

DATE OF BREACH: _____



Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

Phase 1: Administrative responsiveness - Completeness of response and returnable documents

Phase 2: Substantive responsiveness – Prequalification criteria (Failure to submit Mandatory documents will result in the bidder being disqualified)

Letter of good standing

Salary schedule

Safety Plan

Pest control certificate

Phase 3: COMMERCIAL (80/20 in respect of price and preference claimed points)

Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.



This RFQ is valid until 30 June 2014

Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES ☐ NO ☐

Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below.



Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	

In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA Entities] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Services to Transnet	
SECTION 4 : Vendor Application Form	
Original cancelled cheque or bank verification of banking details	
Certified copies of IDs of shareholder/directors/members [as applicable]	
Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
Certified copy of share certificates [CK1/CK2 if C.C.]	
Entity's letterhead	
Certified copy of VAT Registration Certificate [RSA entities only]	
Certified copy of valid Company Registration Certificate [if applicable]	

**NB: FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

19. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

[illegible]



SECTION 2

RFQ NUMBER CRAC-VAR-13153

**DESCRIPTION: PROVISION FOR GARDEN SERVICES
AT KRUGERSDROP, TELCOMS, LANGLAAGTE MILLSITEINFRA,
WATERVAL, ROODEPOORT, ROBINSON AND OBERHOLZER**

2.

RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : Langlaagte

Time : 08H30

Date : 09 April 2014

The briefing session and site inspection meeting are compulsory and companies not attending **will be overlooked** during the tender awarding process.

2.1 **ATTENDANCE CERTIFICATE**

This is to certify that

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

.....
TRANSNET'S REPRESENTATIVE

.....
TENDERER'S REPRESENTATIVE

DATE :

3.

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

**Section 3****RFQ NUMBER CRAC-VAR-13153**

**DESCRIPTION: PROVISION FOR GARDEN SERVICES
AT KRUGERSDROP, TELCOMS, LANGLAAGTE MILLSITEINFRA,
WATERVAL, ROODEPOORT, ROBINSON AND OBERHOLZER**

QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:
the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [Section 3 hereof];
and
any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.



**COST BREAKDOWN PROVISION OF GARDEN SERVICES AT TRANSNET
AT KRUGERSDOP, TELCOMS, LANGLAAGTE MILLSITEINFRA,
WATERVAL, ROODEPOORT, ROBINSON AND OBERHOLZER**

**PRICING AND DELIVERY SCHEDULE
SCHEDULE OF QUANTITIES**

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

Department	Asset no.	Description	Square metres	Frequency	Price per Month
MILLSITE					
Infrastructure	02AL691J	Garden around Admin Building	±600m ²	Daily	R
MILLSITE					
Operations	02AL483J	Garden around Mess & Ablution	±200m ²	Daily	R
MILLSITE					
SCS	03AL256J	Store / Warehouse	±200m ²	Daily	R
MILLSITE					
Security	02AL503J	Mess & Ablution	±100m ²	Daily	R



"PREVIEW COPY ONLY"

<u>WATERVAL</u>						
Operations	02AL507J	Office		±200m ²	Daily	R
<u>KRUGERSDORP</u>						
Operations	Allied Building	Paving around Offices & Parking		±250m ²	Daily	R
<u>KRUGERSDORP</u>						
Operations	02AL277J	Goods Office		±400m ²	Daily	R
<u>KRUGERSDORP</u>						
Infrastructure	02YL196J	Telecomms building		±200m ²	Daily	R
<u>LANGLAAGTE</u>						
Operations	02AL018J	Shunting Cabin		±100m ²	Daily	R
<u>LANGLAAGTE</u>						
Infra Signal	02BL088J	Office & Workshop		±600m ²	Daily	R
<u>LANGLAAGTE</u>						
Infra Telecomms	02AL028J	Office Nursery		±400m ²	Daily	R
<u>LANGLAAGTE</u>						
Operations	02AL016J	Mess & Ablution		±200m ²	Daily	R
<u>LANGLAAGTE</u>						
Fire	03BB008J	Workshop & Office		±1000m ²	Daily	R



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<u>LANGLAAGTE</u>					
SCS	02BL044J	Clothing Store	±200m ²	Daily	R
<u>ROODEPOORT</u>					
Operations	02AL187J	Mess & Ablution	±400m ²	Daily	R
<u>ROODEPOORT</u>					
Infrastructure	02AL203J	Toilet	±400m ²	Daily	R
<u>ROBINSON</u>					
Operations	02AL507J	Station Building	±100m ²	Daily	R
Total Price per Month					
Total Price for Two Year period					R
					R

NB: PRICE ESCALATION WILL BE ACCEPTED AS PER THE LABOUR LAW AND FOR MATERIAL AS PER THE CONSUMER PRICE INDEX.

Please acknowledge the receipt of this letter by sending your respond Secretary to



RFQ NO:

DESCRIPTION: PROVISION FOR GARDEN SERVICES
AT KRUGERSDROP, TELCOMS, LANGLAAGTE MILLSITE INFRA,
WATERVAL, ROODEPOORT, ROBINSON AND OBERHOLZER

TENDER BOX

ALLOCATED AT THE CHAIRPERSON TRANSNET
FREIGHT RAIL ACQUISITION COUNCIL, GROUND
FLOOR, INYANDA HOUSE 1, 21 WELLINGTON
ROAD PARKTOWN, JOHANNESBURG.

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:

TENDER NUMBER: RFQ NO. : CRAC-VAR-13153

OR

FAX: (011) 774-9129 / 9186

E-MAIL : prudence.nkabinde@transnet.net


TRANSNET
freight rail

GENERAL SPECIFICATION FOR GARDENING

STATION:

MILLSITE

DEPOT:

INFRASTRUCTURE

ASSET	DESCRIPTION	SIZE
02AL691J	ADMIN BUILDING	±11638m ²
02AL692J	HUT SECURITY	±13m ²
02AL693J	MESS & ABLUTION	±85.68m ²
02AL694J	MESS & ABLUTION FACILITY	±188.32m ²
02AL695J	OFFICE BUILDING	±82.11m ²
02AL696J	STORE DI DEPOT	±89.04m ²
02AL697J	MESS & ABLUTION	±312.8m ²
02AL699J	STORE DI DEPOT	±24m ²
03AL254J	TROLLEY SHED	±512.5m ²
03AL265J	WORKSHOP	±382m ²
03LL231J	STORE	±175.9m ²
03ML104J	STORE	±55m ²
03ML107J	CARPORT	±98m ²
03PL019J	GAS STORE	±17m ²
03RL261J	STORE	±65.19m ²
03RL262J	STORE	±170m ²
03RL297J	CARPORTS	±462.15m ²
03RL307J	CARPORTS	±168m ²
11LL037J	STORE	±18m ²
11LL045J	STORE	±18m ²
11LL099J	STORE	±18m ²
11GG060J	Security Hut	±9m ²



11GG061J	Store	±18m ²
02AG856J	Security Post	±18m ²

CONTACT DETAILS: Betsie van Rooyen
011 950 1317

STATION: MILLSITE

DEPOT:

OPERATIONS

ASSET	DESCRIPTION	SIZE
02AL504J	MESS & ABLUTION	±99m ²
02AL483J	MESS & ABLUTION	±362m ²
02AL491J	SAND DRYING BUILDING	±60m ²
02ML696J	ABLUTION FACILITY	±29m ²
03AL128J	TOOL SHED	±88m ²
03ML269J	STORE / GARAGE AT LAPA	±20m ²
02AL482J	OFFICE LOCO	±3920m ²
02AL489J	E-Learning	±144m ²

CONTACT DETAILS: Lebo Lehaha
0731893905

STATION: MILLSITE

DEPOT:

SUPPLY CHAIN SERVICES

ASSET	DESCRIPTION	SIZE
03AL255J	STORE GAS	±31.5m ²
03AL256J	STORE	±1m ²
03AL267J	STORE	±m ²
03ML103J	STORE	±43m ²

CONTACT DETAILS: Chris Schoeman
011 950 1428

STATION: MILLSITE

DEPOT: SECURITY



ASSET	DESCRIPTION	SIZE
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02AL503J	MESS & ABLUTION	±90m ²
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CONTACT DETAILS:

Alec Sephiri
016 970 5280

STATION:

WATERVAL

DEPOT:**OPERATIONS**

ASSET	DESCRIPTION	SIZE
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02AL507J	OFFICE	±129.9m ²
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02AL519J	CONTROL POINT	±23m ²
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11GG058J	Security Hut	±9m ²
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CONTACT DETAILS:

Ricky Govender
011 953 1319

STATION:

KRUGERSDORP

DEPOT:**OPERATIONS**

ASSET	DESCRIPTION	SIZE
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Allied Building	Offices	±1215m ²
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Allied Building	Store & Parking	±337m ²
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CONTACT DETAILS:

Paul Smook
011 668 5042

STATION:

KRUGERSDORP

DEPOT:**OPERATIONS**

ASSET	DESCRIPTION	SIZE
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02AL277J	GOODS OFFICE	±234m ²
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02AL270J	CABIN SHUNTERS	±17m ²
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02AL276J	STORE	±43m ²
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02AL280J	CONTROL POINT	±46m ²
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02AL269J MESS & ABLUTION ±16m²

CONTACT DETAILS: Lebo Lehaha
0731893905

STATION: KRUGERSDORP

DEPOT: **INFRASTRUCTURE**

ASSET	DESCRIPTION	SIZE
02YL196J	Telecomms building	±m ²

CONTACT DETAILS: Nick Coetzer
011 583 0257

STATION: LANGLAAGTE

DEPOT: **OPERATIONS**

ASSET	DESCRIPTION	SIZE
02AL018J	SHUNTING CABIN	±12m ²
02YL121J	TOILET SHUNTERS	±4m ²
02AL024J	OFFICE YARD MASTER	±374m ²
02AL025J	MESS & ABLUTION	±62m ²
02AL014J	CABIN SHUNTERS	±12m ²
03LL003J	CARPORTS SHUNTERS	17m ²
02AL033J	MESS & ABLUTION	±37m ²
02AL035J	Police post	±10m ²
11GG057J	Security Hut	±9m ²
11GG059J	Security Hut	±9m ²

CONTACT DETAILS: Lebo Lehaha
0731893905

STATION: LANGLAAGTE

**DEPOT:****SECURITY**

ASSET	DESCRIPTION	SIZE
02AL078J	GAS SHELTER	±21m ²
02AL080J	STORE	±374m ²
02BL087J	GARAGE / STOOR	±182m ²
02BL088J	OFFICE WORKSHOP	±124.8m ²
02BL089J	WORKSHOP	±415m ²
02BL090J	WORKSHOP	±376m ²
02NL644J	OFFICE	±35m ²
02YL091J	WORKSHOP	±14m ²
02YL092J	AMBULANCE ROOM	±31m ²
02ZL093J	WORKSHOP	±164m ²
03FL060J	WORKSHOP / STORE	±42m ²
03FL061J	STORE	±35m ²
03JL059J	WORKSHOP	±56m ²
03ML015J	CARPORTS	±77m ²
03ML118J	SHELTER	±64m ²
03RL282J	CARPORTS	±69m ²
03RL286J	STORE	±104m ²

CONTACT DETAILS:

Sthembiso Jwara
011 570 7059

STATION:

LANGLAAGTE

DEPOT:**INFRASTRUCTURE TELECOMMS**

ASSET	DESCRIPTION	SIZE
02AL028J	OFFICE NURSERY	±140m ²
02AL053J	Garage	±105m ²
02AL731J	LAMP ROOM	±16m ²
02AL107J	OFFICE WEIGHBRIDGE	±27m ²
02AL016J	MESS & ABLUTION	±53m ²
03NG040J	Carports	±25m ²
03HL020J	Store	±86m ²



CONTACT DETAILS: Jabi Selebalo
0832762705

STATION: LANGLAAGTE

DEPOT: **OPERATIONS**

ASSET	DESCRIPTION	SIZE
02AL016J	Mess & Ablution	±53m ²
02AL107J	Office	±27m ²
02AL731J	Lamp Room	±16m ²

CONTACT DETAILS: Piet van Heerden
016 420 6233

STATION: LANGLAAGTE

DEPOT: **FIRE**

ASSET	DESCRIPTION	SIZE
0353008J	Workshop & Office	±1440m ²

CONTACT DETAILS: Jimmy Spogter
011 960 2100

STATION: LANGLAAGTE

DEPOT: **SUPPLY CHAIN SERVICES**

ASSET	DESCRIPTION	SIZE
02BL044J	CLOTHING STORE	±2893m ²
	CARPORTS	±194m ²
02AL035J	SECURITY HUT	±10m ²

CONTACT DETAILS: Arthur Branford
011 584 0590

STATION: ROODEPOORT

DEPOT: **OPERATIONS**

ASSET	DESCRIPTION	SIZE
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02AL186J	Office	±1167m ²
02AL187J	Mess & Ablu	±55m ²
Parkhome	Mess & Ablu	±18m ²

CONTACT DETAILS: Lebo Lehaha
073 189 3905

STATION: ROODEPOORT

DEPOT: **INFRASTRUCTURE**

ASSET	DESCRIPTION	SIZE
02AL203J	Toilet	±74m ²
02AL206J	Office	±108m ²
02AL729J	Locker Room	±27m ²
02ML520J	Sleep Quarters	±33.90m ²
02ML522J	MESS & ABLUTION	±24m ²
02ZL165J	FUEL STORE	±1m ²
03FL258J	STORE	±32m ²
03RL277J	CARPORTS	±174m ²

CONTACT DETAILS: Mthembiso Jwara
011 570 7059

STATION: ROBINSON

DEPOT: **OPERATIONS**

ASSET	DESCRIPTION	SIZE
02AL507J	Station Building	±167.41m ²

CONTACT DETAILS: Lebo Lehaha
073 189 3905

STATION: OBERHOLZER

DEPOT: **OPERATIONS**

ASSET	DESCRIPTION	SIZE
02AL320J	Offices	±28.96m ²

CONTACT DETAILS: Ronel Jonker
011 668 5004

Any queries concerning work, please contact above person

SCOPE OF WORK

AREAS TO BE CLEANED

- (A) Surrounding area (at main entrance) and garden area
- (B) Decanting and surrounding Area
- (C) Refuelling and surrounding Area

DUTIES (all floors / areas where applicable)

1. ALL PARKING AREAS / RAMP / GUARD HOUSE & OUT BUILDINGS



All surface refuse to be removed



Sweep around buildings

2. EXTERNAL AREA AT MAIN ENTRANCE & VARIOUS ASSEMBLY POINTS



All surface refuse to be removed



Area to be swept



Garden area to be kept clean & neat where necessary

3. ENTERTAINMENT AREAS / BARS AND LAPAS (INSIDE & OUTSIDE)



Area to be swept



Garden area to be cleaned and grass cut

4. GARDEN SERVICE



Grass to be cut and trimmed in and around premises



Flower beds to be kept neat and clean



Trees to be pruned



Rough cutting



Contractor to supply lawn movers, weed-eater / brush



→ cutter, garden tools and PPE

→ All garden refuse (leaves, etc.) to be removed by contractor

5. DIESEL PUMP HOUSE AND SURROUNDING AREA

→ Grass to be cut and trimmed around premises

→ Flower beds to be kept neat and clean

→ Trees to be pruned

→ Rough cutting

→ Contractor to supply lawn movers, weed-eater / brush cutter, garden tools and PPE

→ All garden refuse (leaves, etc.) to be removed by contractor

→ Pump House to be cleaned

→ Sprinklers to be cleaned

→ Equipment to be cleaned

6. DECANTING AND SURROUNDING AREA

→ Grass to be cut and trimmed around premises

→ Flower beds to be kept neat and clean

→ Trees to be pruned

→ Rough cutting

→ Contractor to supply lawn movers, weed-eater / brush cutter, garden tools and PPE

→ All garden refuse (leaves, etc.) to be removed by contractor

7. REFUELING AND SURROUNDING AREA

→ Safety file to be on site and to consist of the following:

★ Risk Assessment and Safety Plan

- ★ Written Safe Work Procedures and Job Observations
- ★ Valid Appointment letters (First Aid / Pest Control / SHE Reps)
- ★ Valid Certificates (First Aid / Pest Control / SHE Rep / Site Access)
- ★ Recording of IOD Incidents
- ★ Audit and Inspection of all machinery
- ★ Minutes of Meetings
- ★ Register of Personal Protective Equipment
- ★ Training Certificates for all employees
- ★ General issues

8. SUPERVISION



Full time supervision to be provided by Contract

Quality Control will be done by client on site (sign job cards)

Safety file to be on site and to consist of the following:

Risk Assessment and Safety Plan

Written Safe Work Procedures and Job Observations

Valid Appointment letters (First Aid / Pest Control / SHE Reps)

Valid Certificates (First Aid / Pest Control / SHE Rep / Site Access)

Recording of IOD Incidents

Audit and Inspection of all machinery

Minutes of Meetings

Register of Personal Protective Equipment

Training Certificates for all employees



General issues

9. EQUIPMENT / MATERIALS / CONSUMABLES

TO BE PROVIDED / SERVICED BY CONTRACTOR AND DELIVERED TIMEOUSLY



All Cleaning Chemicals (properly marked)



Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)



Consumables e.g. cleaning chemicals be in an acceptable standard meaning **SABS** approved or equivalent.

NB: All cleaning chemicals and cleaning machinery to be supplied by the cleaning company and clearly marked by the contractor.

NB: All equipment to be kept in a good and safe condition at all times and to comply with all safety regulations including all extension cords, etc.

10. STAFF REQUIREMENTS / WORKING HOURS



Cleaning to commence from Monday to Friday 07:00 to 16:00
(times can be altered due to emergency requirements)

Areas to be cleaned Saturday & Sunday will be identified

11. UNIFORM CLOTHING



The Contractor shall at all times ensure that all cleaning staff has been provided with all necessary protective clothing, e.g. gloves, shoes, masks, etc.



All cleaning staff to be identifiable with (visible) identification at all times

12. TERMS OF CONTRACT



Contract to end 30 April 2015

13. PAYMENT

ACCREDITED BEE SUPPLIERS

The following payment terms shall apply

- ★ All suppliers shall be paid within 30 days from date/receipt of invoice by accounting office, following acceptance of services by Transnet Freight Rail, provided normal procurement procedures have been followed. All suppliers must submit their BBBEE Certificate.
- ★ A month will be calculated from the 1st of the month to the 30/31st of the month.
- ★ In the event of full staff complement not available, payment for that specific day will be withheld / deducted.
- ★ Signed register of work performed to be submitted with the invoice. Noted that the invoice should indicate all buildings (per depot) by using the asset number of the serviced building.
- ★ Register to be signed by Supervisor of the specific area.
- ★ Invoice to be signed by the relevant Manager to indicate that the work was performed to satisfaction before submitting for payment.

14. OTHER TRADE SUPPLIERS

- ★ All suppliers are paid within 30 days from month end statement.
- ★ Early settlements are discouraged unless very special circumstances prevail
- ★ Early settlements will only be approved by the Chief Procurement Officer, or his delegate, based on the settlement discount being more advantageous than the financing cost incurred by Transnet Freight Rail.

15. BREACH OF CONTRACT

Transnet Freight Rail will be allowed to terminate the contract by giving 30 days notice should the cleaning service not be according to specification and to the client's full satisfaction. This will include non-conformance to all Health and Safety Standards as required by Transnet Freight Rail.

CLAUSE BY CLAUSE COMPLIANCE SCHEDULE.

PROVISION FOR CLEANING OF OFFICES AT SENTRARAND FOR A PERIOD OF TWO (2) YEARS.

The compliance response is to contain ONLY the following statements, "Noted", "Comply", "Partial Compliance" or "Do not comply".

Noted is to be applied against statements and either of the other responses for other clauses. Where either "Partial Compliance" or "Do not comply" are applied, remarks as to the reason for the deviation from the requirement are required.

DESCRIPTION	Comply/Not comply	Explanation/Deviation/Reason
Scope of Work		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
(J)		
(K)		
Duties		
1.		
2.		
3.		
4.		

5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
Equipments		
(i)		
(ii)		
4.		
5.		
6.		
7 (a)		
(b)		
(c)		
(d)		
(e)		
(f)		
8 (a)		
(b)		
(c)		
9.		



TABLE OF CONTENTS

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4	Definitions and abbreviations
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7	Records
8	Attachments and Appendices

SECTION 1: PREMISES AND HOUSEKEEPING

1.11 - BUILDINGS, FLOORS AND STRUCTURES

1. PURPOSE

Structural integrity through appropriate maintenance of buildings and structures.

2. SCOPE

TFR Operations

3. LEGAL REFERENCES

1. OCCUPATIONAL HEALTH AND SAFETY ACT

- Section 8
- Construction Regulations 8, 9, 11, 12 and 25
- Facilities Regulation 9
- Electrical Machinery Regulations 5, 8 and 13
- Environmental Regulations for Workplaces 6 and 9
- General Machinery Regulation 3
- General Safety Regulations 4 and 9

NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT

- Section 14
- National Building Regulations – All

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT



4. DEFINITIONS AND ABBREVIATIONS

- CPD Customise per depot
- OHS Occupational Health & Safety
- FR Facilities regulation
- SMS Safety Management System

5. RESPONSIBILITIES AND AUTHORITIES

- Area Managers
- Property Management

6. ACTIVITIES

NOSA STANDARD (CMB255)

6.1 PLANNED MAINTENANCE

Lease agreements are kept at Property Management. Property Management does maintenance to buildings according to the lease agreement.

Property Management does unplanned and emergency maintenance on an "as & when required" basis.

6.2 CONDITION OF BUILDINGS / STRUCTURES

All items listed below are in sound condition:

- Roofing
- Walls and support columns
- Doorways and window frames
- Gutters and down pipes (where applicable)
- Fixed ladders
- Concrete and steel structures
- Pipes
- Tanks (CFD)
- Vehicles, Train, & Pedestrian Bridge Failures: (see element 10.4 of SMS) (apply where applicable)
- Platforms: (see element 10.4 of SMS) (apply where applicable)
- Subways: (see element 10.4 of SMS) (apply where applicable)
- Buildings are maintained in a clean and good condition. Any damages are reported telephonically or per fax to Property Management and a reference number is allocated. Property Management (Technical) will affect the repairs as soon as possible.

6.3 CONDITION OF FLOORS

All items listed below are in sound condition:

- Floors
- Floor covering, including carpets, mats, tiles, etc.
- Roads and walkways
- Elevated platforms

7. RECORDS

- Repair register
- Copy of lease agreements (kept at Operations)
- Maintenance schedule of buildings (done by Property Management)

8. ATTACHMENT



- Repair register 1.11.1
- Building maintenance register 1.11.2

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REPAIR REGISTER

[illegible]



ATTACHMENT 1.11. 2: BUILDING MAINTENANCE

CHECKLIST FOR BUILDINGS, FLOORS, WINDOWS

RISK AREA:					INSPECTOR:
CHECK	CONDITION				COMMENTS/ACTION
	Good	Average	Bad	Very bad	
Roof structure					
Roof plates					
Ceiling					
Fascia boards					
Gutters and down pipes					
FLOORS					
Floor in good condition					
Carpets in good condition					
Loose/Damage tiles					
WINDOWS					
Clean and undamaged					
Window hooks					
DOORS					
Doors undamaged					
Door handles, locks in order					
WALLS					
Walls clean and undamaged					
Concrete and steel construction					
Foundations					
Lintels					
Support columns					
DRAINAGE					
Storm water drains clean					
Sewerage drains unblock					
WATER RETICULATION					
Leaking pipes					
Taps, fittings					
ENVIRONMENT					
Aesthetic condition					
Environment clean					
Signage					
Action to be taken/recommendations:					
SIGNATURE:					DATE:
Comments Supervisor:					
SIGNATURE:					DATE:



SECTION 1: PREMISES AND HOUSEKEEPING

1.12 - ILLUMINATION: NATURAL AND ARTIFICIAL

1. PURPOSE

Sufficient lighting levels and visibility provided and maintained under all operating circumstances.

2. SCOPE

TFR Operations

3. LEGAL REFERENCES

2. OCCUPATIONAL HEALTH AND SAFETY ACT
 - Construction Regulation 12
 - Electrical Machinery Regulation 5
 - Environmental Regulations for Workplaces 3, 4 and 9
 - Facilities Regulations 2 and 4
 - General Safety Regulation 4
 - SABS 0142 Code of Practice for the Wiring of Premises
 - SABS 086 The Installation and Maintenance of Electrical Equipment used In Hazardous Locations
 - SABS 072 Code of Practice for the Safe Handling of Pesticides
3. BASIC CONDITIONS OF EMPLOYMENT ACT
 - Code of Practice on the Regulation of Working Time 9
4. NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT
 - National Building Regulations N1, O1, and O7

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

4. DEFINITIONS AND ABBREVIATIONS

- CPD Customise per depot

5. RESPONSIBILITIES AND AUTHORITIES

1. Area Managers
2. Property Management

6. ACTIVITIES

NOSA STANDARD (CMB255)

6.1 LIGHTING PROVISION

- A Safety Professional conducts initial light surveys and updates as processes and conditions change or every two years. Property Management follows up and corrects any lighting deficiencies identified during the light survey.
- It is recommended that a formal survey done by a Safety Professional must include all emergency lights to confirm that lighting levels conform to the legally prescribed Lux levels required, e.g. when work is done after derailments.
- Ensure that the light survey complies with legal requirements and applicable Codes of Practice.

6.2 PHYSICAL CONDITION OF LIGHTING



- All fittings and switches are in a good state of repair.
- All bulbs and tubes are in a good working order.
- Windows and skylights are kept clean.

6.3 LIGHTING MAINTENANCE

- A reporting/replacement system for defective lights is formulated by completing a Repair Register. Property Management arranges the replacing of defective lights within reasonable time from the date it has been reported as defective. (Link 2.10)

6.4 SAFETY GLASS

- Safety glass is installed, where required. (CPD)
- A summary of locations where safety glass is required will be compiled by the Safety Professional.
- Glass doorways will be marked with a visibility sticker.
- Locomotives, coaches, vehicles etc. (apply where applicable)

6.5 VISIBILITY

- All personnel must wear the prescribed Safety Reflective Vests in Yards
- Mirrors for Blind spots
- Where headlights and revolving lights are involved (apply where applicable)

7. RECORDS

- Reporting and replacing dead lights per Repair Register
- Electrical Engineering Instruction P.027 regarding maintenance of high mast lighting in Yards

8. ATTACHMENTS

- Safety glass checklist 112.1



SECTION 1: PREMISES AND HOUSEKEEPING

1.13 - VENTILATION: NATURAL AND ARTIFICIAL

5. 1. PURPOSE

To ensure air quality in the workplace meets accepted standards.

2. SCOPE

TFR Operations

6. 3. LEGAL REFERENCES

7. OCCUPATIONAL HEALTH AND SAFETY ACT

- Construction Regulation 23
- Hazardous Chemical Substances Regulations 5,6 and 12
- Electrical Machinery Regulation 5
- Environmental Regulations for Workplaces 2 and 5
- Facilities Regulations 2, 4 and 5
- General Safety Regulations 1,2,4, 5, 9,10,11 and 12
- Lead Regulations 3,6,7,10 and 11
- Asbestos Regulations 4,7,10 and 11
- SABS 072 Code of Practice for the Safe Handling of Pesticides

8.

9. BASIC CONDITIONS OF EMPLOYMENT ACT

- Code of Practice on the Regulation of Working Time 9

10. TOBACCO PRODUCTS CONTROL ACT

- Notice Relating to Smoking of Tobacco Products In Public Places

11. NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT

- National Building Regulations O1, O3, O4, O5, O6 and O7

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

4. DEFINITIONS AND ABBREVIATIONS

- WBGT Wet bulb globe temperature
- AIA Approved Inspection Authority
- CPD Customise per depot

5. RESPONSIBILITIES AND AUTHORITIES

- Area Managers
- Property Management

6. ACTIVITIES

NOSA STANDARD (CMB255)

6.1 VENTILATION SYSTEMS

- Property Technical's private contractor inspects and services all ventilation and air-conditioning systems on a regular basis. (Link 5.02)
- Ventilation and air-conditioning systems are maintained by Property Technical (Emergency Execution). (Link 2.10) (CPD)
- Ventilation systems are included on the planned maintenance schedule of Property Management (Property Technical's Technical Advisor).
- As and when reported, a Safety Professional measures the WBGT index. If the WBGT index exceeds the factor of 30, action is initiated to reduce it to an acceptable level.
- Where necessary, air monitoring should take place as determined by the Health Risk Assessment. (Link 5.39) e.g. Ballast Dust.
- Locomotives, coaches, vehicles, etc. (apply where applicable)



7. RECORDS

- Air-conditioner maintenance schedule is available at Property Management (Technical Advisor)
- Ventilation survey is compiled / arranged by Safety department according to the risks identified in the Risk Assessment

8. ATTACHMENTS

- Air-conditioner checklist 1.13.1

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1.13.1 AIR CONDITIONER CHECKLIST

DEPARTMENT

YEAR

ID NO	LOCATION	1ST QUARTER				2ND QUARTER		3RD QUARTER		4TH QUARTER		LEGEND	
		CHECK	ACTIO N	CHECK	ACTIO N	CHECK	ACTIO N	CHECK	ACTIO N	CHECK	ACTIO N	1. MECHANICAL	NOTE
											1.1 Cover missing	<p>Do not "tick". use the number specific in the legend left.</p> <p>CORRECTIVE (Indicate the taken in the column by appropriate the table below. the exact done on a sition or job</p> <p>1. None - in of repair. 2. Fill up with 3. Replace 4. Clean filter. 5. Replace/fit 6. Beyond repair /replace. 7. Other - specify:</p>	
											1.2 Missing		
											1.3 Thermostat not		
											1.4 Gas leaks.		
											1.5 Filter dirty.		
											1.6 Filter		
											1.7 Compressor		
											1.8 Rust		
											2. ELECTRICAL		
											2.1 Wiring		
											2.2 No earthing.		
											2.3 Joints in cable.		
											2.4 Plug damaged.		
											2.5 Controls not		
DATE OF INSPECTION													
INSPECTOR'S INITIALS/SIGNATURE													



SECTION 1: PREMISES AND HOUSEKEEPING
1.14 - SANITATION, PLANT HYGIENE AMENITIES FOR PERSONAL HYGIENE

12. 1. PURPOSE

Personal hygiene risks are identified and managed. Provide adequate and clean facilities.

13. 2. SCOPE

TFR Operations

14. 3. LEGAL REFERENCES

15. OCCUPATIONAL HEALTH AND SAFETY ACT

- Construction Regulations 28
- Facilities Regulations 2 – 9
- Lead Regulation 13
- Regulations For Hazardous Chemical Substances 4, 11, and 13
- SABS 072 Code of Practice for the Safe Handling of Pesticides
- SABS 0400 The Application of the National Building Regulations

16. BASIC CONDITIONS OF EMPLOYMENT ACT

- Code of Practice on the Regulation of Working Time 10
- Code of Practice on the Protection of Pregnant and Breast-feeding Employees 6

17. HEALTH ACT

- Regulations Relating to Communicable Diseases and the Notification of Notifiable Medical Conditions 12

18. NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT

- National Building Regulations C1, P1, P2 and S2

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

4. DEFINITIONS AND ABBREVIATIONS

- PPE Personal protective equipment
- FR Facilities Regulation

5. RESPONSIBILITIES AND AUTHORITIES

- Area Managers
- Property Management

19.

6. ACTIVITIES

NO SA STANDARD (CMB255)

6.1 ADEQUATE FACILITIES PROVIDED

- Toilets and ablution facilities are provided and comply with the Facilities Regulations (Act 85), SABS Code 0400 of 1990 and the National Building Regulations.
- Kitchens and food storage facilities comply with the above.
- Sufficient cleaning implements (brooms, buckets, etc.) are available.
- Sufficient waste bins are provided.
- The Contractor/Supervisor ensures that sufficient cleaning implements and material are available.

6.2 FACILITIES CLEAN AND HYGIENIC

- All facilities, e.g. tiles, floors, walls, fixtures and fittings are clean.
- Soap, toilet paper and paper towels/blowers are provided.
- Waste bins are clean and removed regularly. Sufficient waste bins and an effective removal program per depot are provided.
- Lockers and change-rooms are sufficient and tidy.



- Lockers for the safekeeping of clothing and personal items are in a good condition.
- Kitchens are clean and vermin free.
- Contractors are used, where applicable.
- Hand Hygiene equipment and supplies rated according to food or non-food processing guide. (apply where applicable)

6.3 NO FOOD IN UNAUTHORISED AREAS

- No food is stored in workplace.
- Provision has been made for food storage at depots.
- No food is kept, prepared or consumed outside the areas provided for this purpose.

6.4 REGULAR INSPECTIONS

- A formulated system to ensure that hygiene facilities, e.g. ablution blocks, change rooms, etc., are inspected and that the results of the inspections are recorded monthly on the Health and Safety Representative report 5.40 and relevant inspection checklist 1.14.

6.5 CONTAMINATION EXPOSURE MANAGEMENT

- Take food samples within formal food premises in accordance with pre-determined sample plan. (apply where applicable)
- Take domestic water samples in accordance with pre-determined sample plan. (apply where applicable)

7. RECORDS

- Appointment letters
- Ablution facility inspection
- Cleaning program
- Training Register

8. ATTACHMENTS

- Appointments and acceptance: Responsible person to inspect ablution facilities 1.14.1
- Appointments and acceptance: Responsible person to perform cleaning duties 1.14.2
- Inspection checklist for ablution facilities 1.14.3
- Cleaning program 1.14.4
- Cleaner training register 1.14.5

Attachment 1.14.1: APPOINTMENT AND ACCEPTANCE: PERSON RESPONSIBLE TO INSPECT ABLUTION FACILITIES



**Attachment 1.14.2: APPOINTMENT & ACCEPTANCE: PERSON
RESPONSIBLE TO PERFORM CLEANING DUTIES**

APPOINTMENT & ACCEPTANCE: PERSON RESPONSIBLE TO PERFORM CLEANING DUTIES	
You, _____ are responsible for the cleaning of offices, buildings, etc., as laid down in the cleaning program.	
<u>SHE. S. 6</u>	<u>DATE</u>
<u>ACCEPTANCE OF APPOINTMENT</u>	
I, _____ accept the appointment at _____	
<u>SIGNATURE:</u>	
<u>DESIGNATION:</u>	
<u>DATE:</u>	

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Attachment 1.14.3: INSPECTION CHECKLIST FOR ABLUTION FACILITIES

SUPERVISOR:			INSPECTION MONTH:		
LEGEND: 1-Clean/Correct/Yes. 2-Dirty. 3-Damaged. 4-Faulty. 5-Missing. 6-Sufficient. 7-Unauthorised storage. 8 - Insufficient					
Facility					
SANITATION	Finding	Comment	DINING-ROOMS	Finding	Comment
1.Are lights working			1.Are lights working		
2.Facilities accessible			2.Tables		
3.Doors			3.Chairs		
4.Walls & Floors			4.Area clean		
5.Toilet bowls & Seats			5.Housekeeping / Incorrect		
6.Toilet paper			6.Ventilated		
8.Paper towels			7.Utensils/equipment		
9.Hand soap					
10.Windows & ventilated			KITCHENS		
11.Hand was basins			1.Are lights working		
12.Running hot water			2.Area clean		
13.Running cold water			3.Are equipment clean		
14.SHE bins			4.Dust bin clean		
15.Refuse bins			5.Ventilated		
16.Gender sign in place			SHOWER FACILITIES		
17.Facilities deep cleaned			1.Are lights working		
SAFEKEEPING			2.Shower floors slip-free		
1.Lockers			3.Shower walls smooth		
2.Bathroom cupboards			4.Shower windows glazed		
3.Storage in lockers			5.Showers privacy (walls)		
CHANGING ROOMS			6.Running hot water		
1.Are lights working			7.Running cold water		
2.Seating adequate			8.Ventilated		
3.Housekeeping/Incorrect			9.Drainage effective		
4.Windows glazed			10.Gender sign in place		
5.Entrance screened			11.Showers deep cleaned		
6.Facilities to dry clothes					
7.Ventilated					
Actions on deviations:					
INSPECTOR			CHAIRPERSON		
Signature:			Signature:		
Date:			Date:		



Attachment 1.14.4: CLEANING PROGRAM

CLEANING PROGRAM

1. Every responsible person at the depot, as well as sub-depots must strictly adhere to the following program:

2. CLEANING PROGRAM:

ITEM	DUTIES	DAILY	WEEKLY	FORTH-NIGHTLY	MONTHLY
2.1	Windows				
2.2	Sweep floors				
2.3	Wash floors				
2.4	Wash tiles				
2.5	Urinals & toilets (Wash & replenish toilet paper, soap and detergent)				
2.6	Dust cupboards				
2.7	Wash cupboards				
2.8	Eradicate weeds in yard				
2.9	Empty garbage bins/dust bins in offices and workplace				
2.10	Water garden				
2.11	Cut grass				
2.12	Dust furniture in office/s				
2.13	Clean lights				
2.14	Keep eating facilities clean and hygienic				

3. CLEANING MATERIALS

- 3.1 _____
- 3.2 _____
- 3.3 _____
- 3.4 _____



Attachment 1.14.5: CLEANER TRAINING REGISTER

CLEANER TRAINING REGISTER		
DEPOT: _____		
DATE: _____		
The following people have been sensitised in the use of cleaning materials according to the specifications of the manufacturers.		
NAME	EMPLOYEE NUMBER	SIGNATURE
TRAINING RECEIVED FROM: _____		
SUPERVISOR		

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SECTION 1: PREMISES AND HOUSEKEEPING
1.15 – POLLUTION RISK CONTROL

1. PURPOSE

To manage risks associated with pollution.

2. SCOPE

TFR Operations

3. LEGAL REFERENCES

20. OCCUPATIONAL HEALTH AND SAFETY ACT
 - Section 9 and 10
 - Regulations for Hazardous Chemical Substances 10 and 15
 - Asbestos Regulations 10, 11 and 14
 - General Safety Regulation 4
 - SABS 072 Code of Practice for the Safe Handling of Pesticides
21. NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT
 - National Building Regulations P3
22. ATMOSPHERIC POLLUTION PREVENTION ACT
 - Sections 12 and 28
23. NATIONAL ENVIRONMENTAL MANAGEMENT ACT
 - Section 28
24. NATIONAL WATER ACT
 - Sections 19, 20 and 191

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

4. DEFINITIONS AND ABBREVIATIONS

- CPD Customise per depot

5. RESPONSIBILITIES AND AUTHORITIES

Area Managers
 Property Management

6. ACTIVITIES**NOSA STANDARD (CMB255)****6.1 POLLUTION MANAGEMENT**

- The SHE 8's are appointed responsible for pollution control.
- Employees identify opportunities, e.g. reporting of pollution incidents that are categorised in minor, major and catastrophic status for investigation that contributes to the prevention of pollution, taking into consideration all interested and effected parties.
- Derailments, Hazardous chemicals, Oils spillages, Sewer, etc. (apply where applicable)

6.2 Ad hoc - When a pollution problem occurs the following will come into effect:-

- Realistic measurable objectives and targets, based on the identified risks, to promote pollution reduction are set. (Link 5.05)
- A written pollution management plan to reach objectives and targets is established. (Link 5.06)
- Monitoring programmes are established to track progress on objectives, targets and compliance. (Link 5.05)



- Warning systems to alert when non-conformance to legislation, standards, objectives and targets are approached/implemented as per depot.
- Pollution control instrumentation and equipment are included on the planned maintenance system for plant and equipment. (Link 2.10 & 5.39)
- Appropriate spill containment material and equipment are maintained by private contractors and the Hazmat, Fire & Emergency Department. (Link 2.17 & 3.09)
- Employees are informed and sensitised on pollution hazards and environmental awareness in general. (Link Form 4.12, 5.21 & 5.30)

6.3 REHABILITATION

- Areas that require rehabilitation are identified per incident form and self-audits.
- The rehabilitation strategy is included into the overall environmental management plan. All previous polluted areas are adequately rehabilitated. (Integrated pollution plan: air, ground, water conservation, to reach objectives and targets) (Link 5.06)
- Rehabilitation programmes are authorised by management and authorities as per legal requirements.

7. RECORDS

- Appointments: SHE 8's are responsible for pollution control
- Pollution management program (List dangers involved, precaution rules, etc.)
- Pollution survey
- SHE Plan
- Pollution Management Plan (Ad hoc)
- Incident report system

8. ATTACHMENTS

- Pollution survey 1.15.1



POLLUTION SURVEY 1.15.1

RISK AREA:			DATE:	
NAME:			SIGNATURE:	
<p>Pollution of air, ground and water are one of the major problems facing industry and the country as a whole. Environmental disasters are costly and must be prevented: Prevention is better than cure. Environmental legislation is becoming very strict and high penalties are imposed if it is not adhered to.</p>				
ITEM OBSERVED	OBSERVATION/COMMENT	RECOMMENDATION	ACTION BY	DATE COMPLETED
AIR POLLUTION				
1. Smoke				
2. Gas				
3. Fumes				
4. Dusts				
5. Vapours				
6. Other, specify				
GROUND POLLUTION				
1. Spillage				
2. Oil pollution				
3. Acid				
4. Alkaline				
5. Other, specify				
WATER POLLUTION				
1. Municipal drains				
2. Storm water drains				
3. Bore holes				
4. Other, specify				
POLLUTION PREVENTION CONTROL PROGRAMME				
CONTROL MEASURE	YES	NO		
Pollution controller appointed				
Regular (At least annual) pollution survey				
Is there a list of hazardous waste				
Are handlers of hazardous waste trained				
Is adequate PPE provided				
Are off site disposal sites approved				
Are employees aware of pollution problems				
Is there liaison with neighbouring companies				

**SECTION 1: PREMISES AND HOUSEKEEPING****1.21 – AISLES, STORAGE AND KEEP ACCESSIBLE AREAS DEMARCATED / SIGN POSTED**

25.

1. PURPOSE

To manage risks associated with pollution.

2. SCOPE

TFR Operations

3. LEGAL REFERENCES**26. OCCUPATIONAL HEALTH AND SAFETY ACT**

- Construction Regulation 25 and 26
- Facility Regulation 5
- General Safety Regulation 4 and 8
- Environmental Regulations for Workplaces 6,7 and 9
- Regulations for Hazardous Chemical Substances 4

27. NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT

- National Building Regulation D2

28. BASIC CONDITIONS OF EMPLOYMENT ACT

- Code of Practice on the Protection of Pregnant and Breast-Feeding Employees 6

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

4. DEFINITIONS AND ABBREVIATIONS**5. RESPONSIBILITIES AND AUTHORITIES**

Area Managers

Property Management

29. 6. ACTIVITIES**NOSA STANDARD (CMB255)****FLOORS DEMARCATED / SIGN POSTED**

Where the risk necessitates, demarcation will be implemented according to the Demarcation Code and dimensions. (*Workshops, yards, etc.*) (apply where applicable)

DEMARCATION ADHERED TO

- See page 2 (Colour coding standard).
- Walkways and Bridges are kept unobstructed.
- No stacking / materials to protrude beyond demarcation, e.g. walkways, work areas, etc.
- All employees are sensitised to be aware of the purpose and meaning of demarcation, where applicable.
- Clearance markers. (apply where applicable)

30. DEMARCATION UNDER ELECTRICAL SWITCHGEAR

- No stacking areas in front of electrical switch gear and fire fighting equipment are demarcated with a solid yellow block except in offices.
- Demarcations are maintained in a good condition.

**AISLES AND STORAGE DEMARCATED
DEMARCATION CODE AND DIMENSIONS**



31. GENERAL

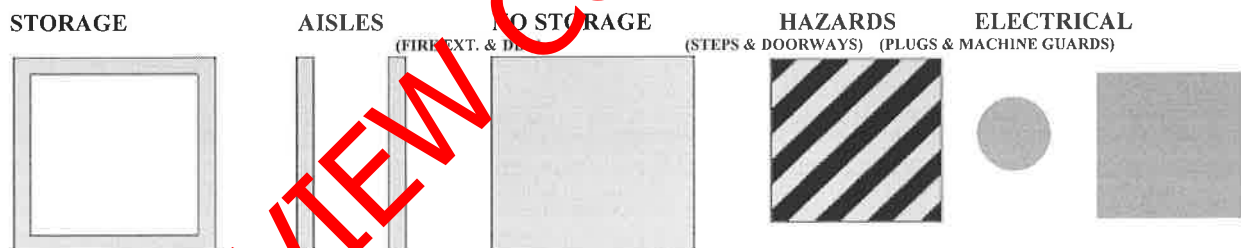
Clear demarcation of aisles can prevent unnecessary distance being traveled and assists with an even flow of the production process. Aisles must be wide enough to accommodate traffic moving in both directions. The volume of the traffic should be the prime consideration in determining the width of an aisle. Unplanned storage of equipment and material is hazardous and counter-productive.

32. IMPLEMENTATION

- All demarcation lines on the premises are uniform in colour and width.
- Demarcation lines are maintained.
- Aisles, walkways and storage areas are indicated with yellow lines (Only in workshops).
- No stacking or storage is permissible outside demarcated stacking areas.
- Stacking in aisles and non-storage areas is strictly prohibited.
- If, for any reason, it is impossible to demarcate a specific area, the highest degree of good housekeeping must be exercised.

33. DIMENSIONS

- Aisles and walkways: A solid **yellow** line 10cm wide on either side.
- Storage, equipment and stacks: A solid **yellow** line 10cm wide around the stack.
- Non-storage areas: A solid **yellow** square.
- Hazards e.g. dangerous steps and low doorways: 10cm wide diagonal **black & yellow** lines.



7. RECORDS

- Demarcation code and dimensions

8. ATTACHMENTS

- Demarcation code and dimensions to be displayed

PREMISES AND HOUSEKEEPING 1.22– STACKING AND STORAGE PRACTICES

1. PURPOSE

Prevent hazardous arrangement in the workplace and minimise the risk to employees and products associated with stacking and storage.

2. SCOPE

TFR Operations

3. LEGAL REFERENCES

OCCUPATIONAL HEALTH AND SAFETY ACT

- Construction Regulation 26
- Construction Regulation 26
- Facility Regulation 4(2)(c) and 5(2)(c)
- General Safety Regulation 4 and 8
- Environmental Regulation 6(2)(b,c,d)
- Asbestos Regulation 11
- Lead Regulation 11



INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

4. DEFINITIONS AND ABBREVIATIONS

Toxic substances: Includes any solid liquid, vapour, gas, aerosol or combustives that could cause irreversible health effect / harm to the human body.

CPD Customise per depot

GSR General Safety Regulation

FR Facilities Regulation

ERW Environmental Regulations

5. RESPONSIBILITIES AND AUTHORITIES

Area Managers

Property Management

6. ACTIVITIES

NOSA STANDARD (CMB255)

34.

35. ASSIGNMENT OF RESPONSIBLE PEOPLE

Persons are appointed responsible for stacking. (Link 5.11)

STACKS NEAT, STABLE AND CONTROLLED

Stacks are correctly erected and broken down under supervision and as per standards on form 1.22.

Shelves are strong enough to handle weight of items stored.

Loading within vehicles. (apply where applicable)

Staging of rolling stock – Motor trolleys staged from time-to-time according stipulations in the General Appendix No. 6 Part 1.

STORAGE: CUPBOARDS, SHELVES, AND OPEN SURFACES NEAT AND TIDY

Hazardous stacking of items on windowsills and on top of cupboards is discouraged.

It is ensured that the placement of articles does not create a hazard, e.g. no storage of poison in food areas, items not protruding from Shelves.

Ensure that articles at elevated heights are stable

7. RECORDS

- Stacking checklist and study

9. ATTACHMENTS

- Stacking checklist and study 1.22.1

**Attachment 1.22.1: STACKING CHECKLIST AND STUDY**

STACKING: CHECKLIST AND STUDY			
STATUTORY STANDARD: R8 GENERAL SAFETY REGULATION: NO EMPLOYEE MAY STACK IN LAYERS UNLESS INSTRUCTED BY A COMPETENT PERSON, EXPERIENCED IN THIS TYPE OF WORK.			
DEPOT:	DATE OF STUDY:		
STANDARD	OBSERVATION	ACTION TAKEN TO RECTIFY DEVIATIONS	
Stacking under the supervision of a qualified person.			
The base must be level and capable of handling the weight of the stack, according to Safety Guidelines (Green Book)			
Articles in the layer underneath must be able to handle the weight of the layers above.			
All articles must be of the same weight, form and size.			
Pallets and containers must be in good condition.			
Support structure must be solid enough to hold stacking.			
Only remove articles from the top layer.			
No climbing on stacks unless it is stable and provided with a ladder or another safety mechanism.			
Stacking may not be near machines.			
Unstable stacks must be safely broken down.			
Moving machines must not jeopardise the stability of stacks.			
Maximum height of a stack = 3 x the shortest base of equipment to be stacked.			
6-monthly			
STUDY DONE BY:			
(Appointed person)			SIGNATURE



SECTION 1: PREMISES AND HOUSEKEEPING
1.23- FACTORY AND YARD

1. PURPOSE

Every article has a place and everything in its place

2. SCOPE

TFR Operations

3. LEGAL REFERENCES

OCCUPATIONAL HEALTH AND SAFETY ACT

- Construction Regulation 25
- Environmental Regulations for Workplaces 6
- General Safety Regulation 4 and 11
- Facilities Regulations 9
- Lead Regulations 11
- Asbestos Regulation 11
- Regulations For Hazardous Chemical Substances 4

36.

37. BASIC CONDITIONS OF EMPLOYMENT ACT

- Code of Practice on the Protection of Pregnant and Breast-Feeding Employees 6

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

4. DEFINITIONS AND ABBREVIATIONS

Superfluous Surplus

5. RESPONSIBILITIES AND AUTHORITIES

- Area Managers
- Property Management

6. ACTIVITIES**NOSA STANDARD (CMB255)****6.1 DEPOT, WORKSHOPS AND YARDS FREE OF SUPERFLUOUS MATERIAL**

- It is ensured that all superfluous and redundant material is properly stored/removed
- It is ensured that all storage areas (racks, shelves, cupboards and containers) are tidy.
- Storage racks, cupboards, shelving, bins, pallets and material handling are planned, provided and installed to cope with the applicable storage process.
- Re-usable items are salvaged and the remainder disposed of through a refuse and scrap system. (PM order/SAP 3; Link 1.24)
- Usable items are kept separate from stock items and sent to Supply Chain Services.
- Work areas are properly cleaned and all loose objects removed.
- All salvaged materials are, after completion of work, removed and stored in the designated storage areas or bins that are provided.
- Work areas and yards are clean, tidy and free of weeds and other overgrowth that could serve as a fire hazard.

6.2 CONTROL BY SUPERVISION / SHE REPRESENTATIVES

- The Health and Safety Representatives inspect their areas of responsibility on a monthly basis.
- The deviations are actioned and followed up.

**7. RECORDS**

- Health and Safety Representatives monthly report 5.40
- Annual self-audit reports (See 5.41)
- Internal audit done by Supply Chain Services per annual census
- Non-ferrous and valuable metals Policy

8. ATTACHMENTS

SECTION 1: PREMISES AND HOUSEKEEPING
1.24- WASTE MANAGEMENT

1. PURPOSE

38. To manage risks associated with waste

2. SCOPE

TFR Operations

3. LEGAL REFERENCES

39. OCCUPATIONAL HEALTH AND SAFETY ACT
- Construction Regulations 12 and 27
 - General Safety Regulation 4
 - General Administrative Regulations 16 and 17
 - Regulations For Hazardous Chemical Substances 11 and 15
 - SABS 072 Code of Practice for the Safe Handling of Pesticides
40. NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT
- National Building Regulations U1, U2, and U3
41. ENVIRONMENT CONSERVATION ACT
- Sections 19, 19A and 20
42. NATIONAL WATER ACT
- Section 22
43. WATER SERVICES ACT
- Section 7

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

44. DEFINITIONS AND ABBREVIATIONS

CPD Customise per depot

45. RESPONSIBILITIES AND AUTHORITIES

Area Managers
Property Management

46. ACTIVITIES**NOSA STANDARD (CMB255)****6.1 WASTE MANAGEMENT PROGRAMME**

- A waste management program is formulated in writing i.e. objectives and targets, waste management plan, recycling, and monitoring of objectives and targets. (Link 5.02, 5.05 & 5.06)
- Supply Chain Services keeps invoices and records of recycling.
- Supply Chain Services establishes a programme to monitor the progress of objectives and targets.
- Transnet Freight Rail Waste Register to be used – form 1.24.

**6.2 SCRAP AND REFUSE CONTAINER REMOVAL**

- Suitable waste containers for the various classes of waste generated and lids, where necessary, are provided.
- A formal waste removal schedule to ensure that no containers overflow is compiled.
- Locations marked appropriately (pictogram).

6.3 ON-SITE WASTE HANDLING

- Written procedures for on-site waste handling, i.e. on-site waste recycling, spillage procedures during handling, etc., are compiled. (Link 1.15, 3.09, 5.03, 5.04, 5.06, 5.32, & 5.15)

6.4 HAZARDOUS WASTE LABELLING (Where applicable) (CPD)

- Waste containers are labelled according to contents, where necessary.
- Employees are informed / trained to be familiar with the meaning of the labels. (Link 5.30)
- The date of first accumulation is included on the label.
- Labels are clear and complete.

6.5 HAZARDOUS WASTE STORAGE (Where applicable) (CPD)

- Hazardous waste is stored in indicated storage areas and access controlled, if necessary.
- Containers suitable for the contents are in good condition.
- Hazardous waste is not stored for longer than three months.
- Hazardous waste and non-hazardous waste are stored separately.
- Appropriate clean-up or spill containment material is stored at Hazmat, Fire & Emergency Services. (Link 3.09 & 1.15)
- Damaged containers are safely disposed of.

6.6 HAZARDOUS WASTE TRANSPORTATION (Where applicable) (CPD)

- The contract with the hazardous waste removal company specifies in writing the duties, nature and properties of the waste, the emergency procedures and loading procedures, etc. (Link 3.09, 5.43 & 5.50)
- Is the vehicle suitable for the transport of the Hazardous Material?

7. RECORDS

- Waste removal program
- Contractors waste removal certificates
- Waste Register and form

8. ATTACHMENTS

- List of waste generated 1.24.1



BUSINESS: _____

[illegible]

SECTION 1: PREMISES AND HOUSEKEEPING

1.25- COLOUR CODING

1. PURPOSE

Effective hazard communication

2. SCOPE

~~IFR Operations~~

3. LEGAL REFERENCES

OCCUPATIONAL HEALTH AND SAFETY ACT

- Facilities Regulation 7
- SABS 019 Portable Metal Containers for Compressed Gases: Basic Design Criteria, Use And Maintenance
- SABS 0142 Code of Practice for the Wiring of Premises
- SABS 085 The Design, Erection, Use and Inspection of Access Scaffolding

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

4. DEFINITIONS AND ABBREVIATIONS

- FR Facilities Regulation

5. RESPONSIBILITIES AND AUTHORITIES

- Area Managers
- Property Management

6. ACTIVITIES

NOSA STANDARD (CMB255)



6.1 UNIFORM COLOUR CODE APPLIED THROUGHOUT

- A formal colour coding standard is compiled by using the SANS guidelines as reference.
- It is ensured that all pipelines, machines, electrical switchgear and emergency stop buttons / trip switches are coded in terms of the colour coding standards.
- It is ensured that portable gas containers are coded according to their contents.
- It is ensured that low doorways, structures, etc. are coded.

6.2 COLOUR CODE KEY BOARDS

- It is ensured that colour code boards are conspicuously displayed where colour coding is practiced.
- It is ensured that colours in plant and on compressed air pipeline conform to colours on the keyboard.

6.3 KNOWLEDGE OF COLOURS

- See colour explanation on individual notice boards. (Link 5.3c)

7. RECORDS

- Colour code: Standards

8. ATTACHMENTS (colour coding explanation to be displayed)

"PREVIEW COPY ONLY"



SECTION 1: PREMISES AND HOUSEKEEPING
1.26– RESOURCE CONSERVATION

1. PURPOSE

47. Consumption of natural resources optimized

2. SCOPE

TFR Operations

3. LEGAL REFERENCES

NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT

- National Building Regulations P3 and R1

NATIONAL WATER ACT

- Section 22 and 151

48. CONSERVATION OF AGRICULTURAL RESOURCES ACT

- Sections 5, 12 and 19
- Conservation of Agricultural Resources Regulations 15, 15A, 15B, 15C, 15E and 16

- 49.

NEMA 4(2)

NWA 12(1)

NATIONAL ENERGY POLICY

INCLUDE APPLICABLE BYLAWS OF LOCAL GOVERNMENT

4. DEFINITIONS AND ABBREVIATIONS**5. RESPONSIBILITIES AND AUTHORITIES**

- Area Managers
- Property Management

6. ACTIVITIES

NOSA STANDARD (CMB255)

6.1 RESOURCE CONSERVATION

- Significant consumption is identified e.g. monthly consumption of resources e.g., fuel, telephones, etc. (Water and electricity has a combined Transnet account.)
- Where significant use of resources is identified, objectives and targets are set to promote and monitor conservation in order to improve the usage.
 - Objectives and targets to conserve resources must be quantifiable. (Link 5.05)
 - It is ensured that employees are aware of the resource conservation targets and objectives. (Link 5.21)
 - The Finance Manager reviews the results and set targets with the Depot Manager.

7. RECORDS

Statistics, e.g. Loss Control, IMMM

8. ATTACHMENTS



SECTION 2	SAFEGUARDING : MECHANICAL, ELECTRICAL AND PERSONAL
MBO 2.17	HAZARDOUS CHEMICAL SUBSTANCES CONTROL

INTENT: *THE FULL SCOPE OF ACCOUNTABILITY ASSOCIATED WITH HAZARDOUS CHEMICALS CONSIDERED AND RELATED SHE RISKS MANAGED.*

• **STANDARDS**

♦ **RESPONSIBLE PERSON**

- Designated Person, SHE Administrator and SHE Co-ordinator

♦ **INVENTORY CONTROL**

- A basic Hazardous Chemical Substances (HCS) Risk Assessment must be carried out every two years to determine the risk control factors on the premises.
- Material Safety Data Sheets (MSDS) of all HCS must be available to all employees
- All employees must be trained in the identification of the Hazardous Chemical Substances transported and be made aware of the risks associated with the HCS's. All employees must undergo HAZMAT training.
- Reporting procedures must be in place in the event of spillages or leaks on tankers/containers.
Link 4.11

♦ **PERSON DESIGNATED TO CO-ORDINATE HAZARDOUS CHEMICAL SUBSTANCE**

- A competent person must be appointed in writing to co-ordinate Hazardous Chemical Substances.
- Person must be trained.
- The designated person must revise the alphabetical list of Hazardous Chemical Substance annually and update it if necessary.

♦ **MATERIAL SAFETY DATA SHEETS (MSDS) AVAILABLE**

- Obtain MSDS for all Hazardous Chemical Substances on list.
- All MSDS must be written in compliance with legislation/international standards.
- MSDS information must be accessible and applied in all user departments and first-aid post.
- MSDS kept up to date with the latest information on the product/substance
- MSDS must include emergency, spill containment and clean-up procedures.

♦ **RADIO-ACTIVE SOURCES**

- The containers must be clearly marked when radioactive material is transported.
- If the containers are stationed in Marshalling yards it must be guarded.
- Responsible persons to ensure that prescribed procedures are followed

**Section 4****RFQ NUMBER CRAC-VAR-13153****VENDOR APPLICATION FORM**

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [with bank stamp]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

Company trading name							
Company registered name							
Company Registration Number or ID Number if a Sole Proprietor							
Form of entity [✓]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number [if registered]							
Company telephone number							
Company fax number							
Company email address							
Company website address							
Bank name				Branch & Branch code			
Account holder				Bank account number			
Postal address						Code	
Physical Address							



		Code	
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Does your company provide	Products	Services	Both
Area of delivery	National	Provincial	Local
Is your company a public or private entity	Public	Private	
Does your company have a Tax Directive or IRP30 Certificate	Yes	No	
Main product or services [e.g. Stationery/Consulting]			

Complete B-BBEE Ownership Details:

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate		Yes	No		
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ		Permanent	Part time		

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	

**Section 5****STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS
OR SERVICES TO TRANSNET**

A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods or services specified in the Order [collectively, the Products] from the person to whom the Order is addressed [the Supplier]. Transnet does not accept any other conditions which the Supplier may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

A) CONFORMITY WITH ORDER

Products shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier warrants that the Products shall be fit for their purpose and of satisfactory quality.

B) DELIVERY AND TITLE

- a. The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.
- b. The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Transnet's absolute opinion, significant.
- c. Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.
- d. If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

C) PRICE AND PAYMENT

- a. Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.



- b. Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

D) PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products or any written material provided to Transnet relating to any Products or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by Transnet. The Supplier shall either

procure for Transnet the right to continue using the infringing Products; or

modify or replace the Products so that they become non-infringing,

provided that in both cases the Products shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier may remove, with Transnet's prior written consent, such Products and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier shall have no liability in respect of any continued use of the infringing Products after Supplier's prior written request to remove the same.

E) PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

F) DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

G) PUBLICITY

The Supplier shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

**H) AFTER SALES SERVICE**

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

I) TERMINATION OF ORDER

- a. Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop.
- b. Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.
- c. In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- d. If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

J) ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

K) WARRANTY

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

**L) INSOLVENCY**

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the winding up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

M) ASSIGNMENT

The Supplier shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

N) NOTICES

Notices under these Terms shall be delivered by hand to the relevant addressee of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

O) LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

P) GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses d), e), f), g) and k). Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

Q) COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.



By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

Respondent's contact person *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056**



Section 6

RFQ NUMBER CRAC-VAR-13153

NON-DISCLOSURE AGREEMENT

entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

"PREVIEW COPY ONLY"



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THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

_____ **[the Company]** [Registration No. _____]

whose registered office is at _____

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED**1. INTERPRETATION**

In this Agreement:

1.1 Agents mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 Bid or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 Confidential Information means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the



Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or
- b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 Group means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 Information means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 above, it shall promptly notify the Disclosing Party and cooperate with the



Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to

2.5 any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet: return all written Confidential Information (including all copies); and expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 (five) years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

**7. ADEQUACY OF DAMAGES**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

oooOOOooo



Section 7

RFQ NO. CRAC-VAR-13153

**DESCRIPTION: PROVISION FOR GARDEN SERVICES
AT KRUGERSDROP, TELCOMS, LANGLAAGTE MILLSITEINFRA,
WATERVAL, ROODEPOORT, ROBINSON AND OBERHOLZER**

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

1. INTRODUCTION

- 1.1 A total of **10 points** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less;



- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor
- 2.11 and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13 **"non-firm prices"** means all prices other than "firm" prices
- 2.14 **"person"** includes reference to a juristic person;
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. AWARDSHIP USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.



4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	20
2	18
3	16
4	12
5	8
6	5
7	4
8	2
Non-compliant contributor	0

Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

5. B-BBEE STATUS AND SUBCONTRACTING

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete



the following:

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

(i) Name of Company/Firm.....

(ii) VAT registration number.....

(iii) Company registration number.....

(iv) Type of Company / Firm

☐ Partnership/Joint Venture/Consortium

☐ One person business/sole propriety

☐ Close Corporations

☐ Company (Pty) Ltd

[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....

.....

.....

.....

(vi) Company Classification

☐ Manufacturer

☐ Supplier



- ☐Professional Service Provider
 - ☐Other Service Providers, e.g Transporter, etc
- [TICK APPLICABLE BOX]

Total number of years the company/firm has been in business

"PREVIEW COPY ONLY"

**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

.....

SIGNATURE OF BIDDER

2.

.....

DATE:

COMPANY NAME:

ADDRESS:.....

.....

.....

**SECTION 8****Appendix (i)****GENERAL BID CONDITIONS - SERVICES****[February 2013]****TABLE OF CONTENTS**

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1) DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- a) **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- b) **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- c) **Day** shall mean any day other than a Saturday, Sunday or public holiday;
- d) **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- e) **RFP** shall mean Request for Proposal;
- f) **RFQ** shall mean Request for Quotation;
- g) **RFX** shall mean RFP or RFQ, as the case may be;
- h) **Services** shall mean the services required by Transnet as specified in its Bid Document;
- i) **Service Provider** shall mean the successful Respondent;
- j) **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- k) **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- l) **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2) GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3) SUBMISSION OF BID DOCUMENTS

- a) A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- b) Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- c) The Respondent's return address must be stated on the reverse side of the sealed envelope.

4) USE OF BID FORMS

- a) Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- b) Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.



- c) Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

5) BID FEES

- a) A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- b) Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

6) VALIDITY PERIOD

- a) Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the RFX.
- b) Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is a direct and unavoidable consequence of Transnet's extension of the validity period.

7) SITE VISIT / BRIEFING SESSION

Respondents may be requested to attend (i) a site visit where it is considered necessary to view the site prior to the preparation of Bids, or (ii) an RFX briefing session when Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8) CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

9) COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Secretary of the relevant Acquisition Council.

10) UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, could be disqualified.

**11) RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12) DEFAULTS BY RESPONDENTS

- a) If the Respondent, after it has been notified of the acceptance of its Bid fails to:
- i) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
 - ii) accept an order in terms of the Bid;
 - iii) furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
 - iv) comply with any condition imposed by Transnet,
- Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.
- b) If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as the **Service Provider**] or in the capacity of agent or subcontractor who has been associated with such Bid or contract:
- i) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
 - ii) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
 - iii) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
 - iv) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
 - v) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
 - vi) has made any misleading or incorrect statement either
 - (1) in the affidavit or certificate referred to in clause 18) [*Notice to Unsuccessful Respondents*], or
 - (2) in any other document submitted as part of its Bid submissionand is unable to prove to the satisfaction of Transnet that
 - (a) it made the statement in good faith honestly believing it to be correct; and
 - (b) before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
 - vii) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;



viii) has litigated against Transnet in bad faith;

ix) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;

x) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause c) below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

- c) Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.
- d) Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different name of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

13) CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFX.

14) PRICES SUBJECT TO CONFIRMATION

- a) Prices which are quoted subject to confirmation will not be considered.
- b) Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

15) ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16) EXCHANGE AND REMITTANCE

- a) The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- b) It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.



- c) The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- d) The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- e) Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.

16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17) ACCEPTANCE OF BID

- a) Transnet does not bind itself to accept the lowest priced or any Bid.
- b) Transnet reserves the right to accept any Bid in whole or in part.
- c) Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- d) Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

18) NOTICE TO UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their bids have not been successful.

19) TERMS AND CONDITIONS OF CONTRACT

- a) The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- b) Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

20) CONTRACT DOCUMENTS

- a) The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.



- b) The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- c) Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Intent, shall constitute a binding contract until the final contract is signed.

21) LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22) IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23) CONTRACTUAL SECURITIES

- a) The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- b) The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- c) Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- d) The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] Days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- e) Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 23) will be for the account of the Service Provider.

**24) DELETION OF ITEMS TO BE EXCLUDED FROM BID**

The Respondent must delete items for which it does not wish to tender.

25) VALUE-ADDED TAX

- a) In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- b) In respect of foreign Services rendered:
 - i) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
 - ii) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

26) IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**a) Method of Payment**

- i) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- ii) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- iii) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the bid is adjudicated.
- iv) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause a)i) above. Failure to comply with clause a)i) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 23) above [*Contractual Securities*].

b) Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

**27) DELIVERY REQUIREMENTS****a) Period Contracts**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

c) Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

28) SPECIFICATIONS AND COPYRIGHT**a) Specifications**

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

b) Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

29) BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- a) Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- b) In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- c) When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- d) South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the



latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- i) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- ii) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- iii) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- iv) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.
- e) If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
 - i) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - ii) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

30) CONFLICT WITH BID DOCUMENT

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

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**SECTION 9****ANNEXURE 1****SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS****1. General**

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to comply fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
 - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
 - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (a)
 - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;



- 2.3 **"competent person"** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **"contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

(a) includes the demolition of a structure exceeding a height of 3 metres; or

(b) includes the use of explosives to perform construction work; or

(c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

(d) includes excavation work deeper than 1m; or

(e) includes working at a height greater than 3 metres above ground or a landing.

3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.

3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.

3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver



copies thereof to the Technical Officer.

3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.

3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

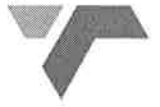
(i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

(ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;

(iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:



- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representative and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.

5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.



- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.



8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.

8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

"PREVIEW COPY ONLY"

Respondent's Signature

**SECTION 10****ANNEXURE 2****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993****Regulation 3(1) of the Construction Regulations****NOTIFICATION OF CONSTRUCTION WORK**

1(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number:

3.(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 5(1).

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____



11. Estimated maximum number of persons on the construction site: _____

12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR
PRIOR TO COMMENCEMENT OF WORK ON SITE.

* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF
ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE
COMMENCEMENT OF WORK.

**Section 11****ANNEXURE 03****(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****SECTION/REGULATION:** _____**REQUIRED COMPETENCY:** _____

In terms of _____

I, _____
representing the Employer) do hereby appoint _____As the Competent Person on the premises
at _____

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows:-

_____**Date :** _____**Signature :-** _____**Designation :-** _____**ACCEPTANCE OF DESIGNATION**

*I, _____ do hereby accept this Designation and
acknowledge that I
understand the requirements of this appointment.*

Date : _____**Signature :-** _____**Designation :-** _____

**Section 12****ANNEXURE 04****(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)****DECLARATION**

In terms of the above Act I, _____ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

Signature :- _____

Date : _____

"PREVIEW COPY ONLY"

**Section 13****ANNEXURE 05****(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)****SITE ACCESS CERTIFICATE**

Access to : _____ (Area)
 Name of Contractor/Builder
 :- _____
 Contract/Order No.: _____

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order
 with
 (company) _____

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : _____ **Date :** _____
TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

Name _____ **of** _____
Contractor/Builder :- _____

do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.

Name : _____ **Designation :** _____

Signature : _____ **Date :** _____

**Section 14****RFQ NUMBER CRAC-VAR-13153**

**DESCRIPTION: PROVISION FOR GARDEN SERVICES
AT KRUGERSDROP, TELCOMS, LANGLAAGTE MILLSITEINFRA,
WATERVAL, ROODEPOORT, ROBINSON AND OBERHOLZER**

7. Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy?		
- If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc		
- If yes provide details		



<p>- Is there a company SHE Management System, procedures manual or plan?</p> <p>- If yes provide a copy of the content page(s)</p>		
<p>- Are the SHE responsibilities clearly identified for all levels of Management and employees?</p> <p>- If yes provide details</p>		
2. Safe Work Practices and Procedures		
<p>- Are safe operating procedures or specific safety instructions relevant to its operations available?</p> <p>- If yes provide a summary listing of procedures or instructions</p>		
<p>- Is there a SHE incident register? If yes provide a copy</p>		
<p>- Are Risk Assessments conducted and appropriate techniques used?</p> <p>- If yes provide details</p>		
3. SHE Training		
<p>Describe briefly how health and safety training is conducted in your company:</p>		
<p>- Is a record maintained of all training and induction programs undertaken for employees in your company?</p> <p>- If yes provide examples of safety training records</p>		
4. SHE Workplace Inspection		
<p>- Are regular health and safety inspections at worksites undertaken?</p> <p>- If yes provide details</p>		
<p>- Is there a procedure by which employees can report hazards at workplaces?</p> <p>- If yes provide details</p>		
5. SHE Consultation		
<p>- Is there a workplace SHE committee?</p>		



- Are employees involved in decision making over SHE matters?		
- If yes provide details		
- Are there appointed SHE representatives?		
- Comments		
6. SHE Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?		
- If yes provide details		
- Are employees regularly provided with information on company health and safety performance?		
- If yes provide details		
Is company registered with workmen's compensation and up to date?		
- If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence?		
- If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			



DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

Signed
(Tender)

Section 15

RFQ NUMBER CRAC-VAR-13153

SUPPLIER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling goods and/or obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

The Transnet Procurement Procedures Manual [TPPM];

Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;

The Public Finance Management Act [PFMA];

The Broad Based Black Economic Empowerment Act [B-BBEE]; and

The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Company [SOC], actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Suppliers. Employees must not accept or request money or anything of value, directly or indirectly, to:

- illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or



- gain an improper advantage.

There may be times when a Supplier is confronted with fraudulent or corrupt behaviour of

Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

2. Transnet is firmly committed to the ideas of free and competitive enterprise.

Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust. Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

3. Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.

Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities.

These include, but are not limited to:

- misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
- collusion;
- failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
- corrupt activities listed above; and
- harassment, intimidation or other aggressive actions towards Transnet employees.

Suppliers must be evaluated and approved before any materials, components, products or

services are purchased from them. Rigorous due diligence is conducted and the Supplier is



expected to participate in an honest and straight forward manner. Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Doing business with family members Having a financial interest in another company in our industry

"PREVIEW COPY ONLY"

Respondent's Signature